

UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

IN RE:	§ CHAPTER 11
	§
	§ CASE NO. 22-90341
CORE SCIENTIFIC, INC., <i>et al.</i> ,	§
	§
	§ (JOINTLY ADMINISTERED)

**NOTICE OF PERFECTION, MAINTENANCE AND CONTINUATION OF SECURITY INTEREST  
(MECHANICS LIEN-COTTONWOOD #1) PURSUANT TO 11 U.S.C. §§ 362, 546(b) BY MK  
MARLOW COMPANY, LLC**

Creditor MK Marlow Company, LLC, ("Marlow") by and through its undersigned counsel hereby files this notice of perfection, maintenance, and continuation of perfection of its mechanic's lien against against Debtor Core Scientific, Inc. ("Core"), pursuant to 11 U.S.C. section 362(b)(3) and 546(b)(2)(A) ("Notice"). In support of this Notice, Marlow provides the following:

1. Marlow is a Texas corporation in the business of furnishing and installing drywall, insulation and acoustic goods and materials to construction projects. Core entered into contracts with Huband-Mantor Construction ("HMC") as a general contractor to perform construction at Core's Cottonwood #1 Data Processing Center located in Reeves County, Texas ("Construction Project"). In turn, HMC entered into contracts with Marlow, as a drywall subcontractor, to furnish labor and materials for use on the Construction Project and for the improvement of certain real property leased, owned, or reputedly leased or owned by Core (collectively "Property").

2. Prior to the bankruptcy petition being filed, Marlow furnished labor and materials for

the Construction Project in accordance with the scope of work contained in its contracts with HMC.

3. The principal sum, exclusive of interest and other charges, currently due and owing to Marlow for the prepetition labor and materials provided to the Construction Project totals \$978,127.96, including \$295,425.81 in retainage that has been earned.

4. On November 14, 2022, Marlow recorded its lien affidavit against the Construction Project and Property in Reeves County's real property records as instrument number 2022007946 ("Lien") and attached hereto as Exhibit "A" and incorporated herein by reference.

5. Marlow provides notice to all parties in interest of its Lien and its rights as a lienholder pursuant to Texas' statutory and constitutional materialmen and mechanic's lien law. Marlow intends to enforce its Lien and Lien rights to the fullest extent permitted by applicable law and reserves its rights to amend or supplement the Lien any and other claims against Core. To the extent required by Texas law, this notice constitutes the legal equivalent of having commenced a foreclosure/enforcement action in the proper court. Further, Core and other parties in interest are estopped from claiming that any required lawsuit to foreclose or enforce the Lien was not timely commenced pursuant to applicable law. Marlow's interests perfected, maintained, and/or continued by 11. U.S.C. Section 546(b)(2) extend in and to the proceeds, products, offspring, rents, or profits of the Property to the full extent allowable by applicable law.

6. This notice shall not be construed as an admission that such filing is required by the Bankruptcy Code, Texas state law, or any other applicable law. Pursuant to Section 53.158 of the Texas Property Code, a lien claimant must commence an action to foreclose its lien not

later than the first anniversary of the last day a claimant may file the lien affidavit. Because Core filed its Chapter 11 petition for bankruptcy on or about December 21, 2022, it created an automatic stay of all actions including Marlow's filing suit to foreclose its Lien against Core's interest in the Property. Thus, Marlow is prevented from commencing any action to enforce its Lien against Core and its interest in the Property and to further perfects its Lien under the law.

7. Marlow hereby gives notice in lieu of the commencement of any action to perfect, maintain, or otherwise preserve its Lien pursuant to 11 U.S.C. Section 546(b) and Chapter 53 of the Texas Property Code, including but not limited to the filing or continuation of a lawsuit to enforce and/or foreclose the Lien, the filing of any *lis pendens* or the service of notice on the Property owner and/or Core. By virtue of this notice and applicable law, Marlow demands adequate protection of its interests in the Construction Project and Property.

8. Marlow hereby gives notice of its intent to enforce its rights under its Lien to the fullest extent allowed by law. This notice shall preserve and continue to preserve any and all of Marlow's rights as to its Lien under Texas law and Bankruptcy code.

9. Marlow reserves the right to amend, supplement, or otherwise modify this notice and Reserves any and all rights to seek relief from the automatic stay or to take any further actions which may be necessary to perfect or maintain or continue its perfected claim of Lien against the Construction Project and Property and any of the works or improvement constructed thereon, Marlow's interest in the Construction Project and Core's leasehold and real property interest.

Dated: February 7, 2023

Respectfully submitted,

/s/ Eric L. Scott

Eric L. Scott

State Bar No. 24002919

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**ATTORNEYS FOR MK MARLOW COMPANY, LLC**

**CERTIFICATE OF SERVICE**

I certify that on this the 7<sup>th</sup> day of February 2023, a true and correct copy of the foregoing was electronically filed utilizing the ECF filing procedures for the United States District Court for the Southern District of Texas.

/s/ Eric L. Scott